

WEBSITE TERMS AND CONDITIONS

1 INTRODUCTION

- 1.1 These terms and conditions govern your use of the Bayport Management Ltd (“BML”) website situated at www.bayportfinance.com (“BML’s website” or “this website”). Please read the website terms and conditions in full before you use this website.
- 1.2 **By accessing this website, you agree to be bound by these terms and conditions.**
- 1.3 BML reserves the right, in its sole discretion, to amend these terms and conditions so please refer back to them in the future because by accessing this website you are bound to the version of the terms and conditions published on this website at the time of your visit to this website.

2 ACCESS TO THIS WEBSITE AND CONSENT TO USE OF PERSONAL INFORMATION

- 2.1 It is your responsibility to acquire, maintain and licence all computer hardware, software, telecommunications facilities and internet access in order to access this website. It is your responsibility to ensure that all such hardware, software and facilities so procured by you are compatible with this website.
- 2.2 You will be able to access the majority of this website without having to register any details with us. To the extent that you do register any of your personal details on this website, you consent to BML, its affiliates (being entities that control, are controlled by or are under common control with BML and agents using your details to contact you for purposes of (i) marketing to you, (ii) contacting you in connection with any applications you may make for unsecured loans or cellular purchases and subscriptions; and (iii) internal analysis and statistical reporting.

3 USE OF WEBSITE

- 3.1 You may only access and use BML’s website in a lawful manner for your own private or educational purposes. You may not access or use this website for any commercial or non-private/educational purpose without the prior written consent of BML.
- 3.2 You may –
 - 3.2.1 print and download material from this website provided that you do not modify or amend any content without BML’s prior written consent; cache this website provided that (i) such caching is for your own private or educational purpose; (ii) the cached content is not modified or amended in any way; and (ii) you will remove any cached content upon request therefore by BML.
- 3.3 Material on this website may not be republished online or offline without BML’s prior written consent.
- 3.4 With the exception of personal and private information, any material you send or post to this website shall be considered non-proprietary and non- confidential.
- 3.5 When using this website you shall not post or send to or from this website any material –

- 3.5.1 which you are not permitted to so post or send or for which you have not obtained all necessary consents, permits and/or licences;
 - 3.5.2 that is discriminatory, obscene, pornographic, defamatory, liable to incite racial hatred, in breach of confidentiality or privacy, which may cause annoyance or inconvenience to others, which encourages or constitutes conduct that would be deemed a criminal offence, give rise to a civil liability, or is otherwise in contravention of the laws of the Republic of Mauritius and/or the Republic of South Africa; and
 - 3.5.3 which is harmful in nature including, and without limitation, damaging code, computer viruses, Trojan horses, corrupted data, or other potentially harmful software or data.
- 3.6 BML shall not be liable for any material which you post or send to or from this website and reserves the right to remove or modify any such material.
- 3.7 BML will –
- 3.7.1 fully co-operate with any law enforcement authorities or court order requiring it to disclose the identity or other details of any person posting material to this website in breach of 3.5; and
 - 3.7.2 in addition to any other rights which it may have, including (without limitation) the right to lay criminal charges, be entitled to claim from you all damages, losses, liabilities and expenses incurred by BML and/or its affiliates resulting from or attributable to a breach by you of this 3.

4 SITE INFORMATION AND INTELLECTUAL PROPERTY RIGHTS

- 4.1 BML may make changes to the material on this website at any time and without notice to you.
- 4.2 Nothing on this website shall be construed as a solicitation or offer, or recommendation to engage in any transaction or to provide advice.
- 4.3 All intellectual property (whether registered or not) on this website including, without limitation, copyright, software, information, graphics, design elements, text, formatting, logos, trademarks, icons and hyperlinks are owned by BML or its licensors and must not be reproduced without BML's and/or the licensor's prior written consent.

5 AVAILABILITY

- 5.1 Although BML takes all reasonable steps to ensure that this website is available 24 hours every day, this website may be unavailable as a result of maintenance, upgrades and/or other technical issues. BML will not be –
 - 5.1.1 obliged to notify you of any downtime or unavailability of its website; and
 - 5.1.2 liable for any claims, losses, damages or expenses incurred by you if this website is unavailable at any time.

- 5.2 BML reserves the right, in its sole discretion, to terminate this website or change the domain name or address of this website without notice to you.

6 LINKS TO AND FROM OTHER WEBSITES

- 6.1 Any links to third party websites located on this website are provided for your convenience only. BML has not reviewed each third party website and has no responsibility for such third party websites or their content. If you choose to access a third party website linked to this website, it is at your own risk.
- 6.2 BML will not be liable to you for any claim whatsoever arising from or attributable to your use of any link/s on third party websites to access this website.
- 6.3 If you would like to insert a link (including, without limitation, hyperlink, frame or metatag) to this website, you must first obtain the prior written consent of BML to do so, which consent BML is entitled to withhold or refuse in its sole discretion. Any approval granted by BML will be subject (in addition to any other conditions which BML may impose) to the following conditions –
- 6.3.1 you may only insert a link to a page on this website but you may not replicate the whole or any part of this website; and
- 6.3.2 by inserting a link, you must not in any way imply that BML is endorsing your website, any of its contents and/or any services or products which you may offer.
- 6.3.3 you do not misrepresent your relationship with BML or present any false information about BML and/or its subsidiaries.
- 6.3.4 you do not link from a website that is not owned by you;
- 6.3.5 your website must not contain content that is offensive, controversial, infringes any intellectual property rights or other rights of any other person or does not comply in any way with the laws of the Republic of Mauritius and/or the Republic of South Africa; and
- 6.3.6 you agree to fully indemnify BML for any loss or damage suffered as a result of inserting or providing such a link.

7 DISCLAIMER

- 7.1 This website is provided “as is” and has not been specifically designed to meet any individual person’s specific requirements.
- 7.2 BML has taken all reasonable steps to ensure that the information on this website is correct. However, BML does not guarantee the correctness or completeness of material on this website. The material on this website may be out of date, or on rare occasions incorrect and BML makes no commitment to ensure that such material is correct or up to date.
- 7.3 The material on this website is provided without any warranties of any kind. To the maximum extent permitted by law, BML provides access and use of this website on the

basis that it excludes all representations, warranties and conditions which but for these terms may have effect in relation to this Website.

- 7.4 Although BML takes reasonable measures to ensure the safety and security of this website, BML does not warrant or represent that this website is safe and secure.

8 EXCLUSION OF LIABILITY

Neither BML, nor its affiliates and their respective directors, shareholders, agents, consultants or employees or any other party (whether or not involved in producing, maintaining or delivering this website), shall be liable or responsible to you or any third party for any loss, damage or expense of whatsoever nature that you or any third party may suffer as a result of accessing and/or using this website. This exclusion shall include, without limitation, servicing or repair costs and any other direct, indirect or consequential loss.

9 DISPUTES

- 9.1 If any dispute arises in connection with this website and/or these terms and conditions, the parties shall attempt to settle such dispute or difference, and, failing such settlement within a period of 20 (twenty) business days, the said dispute or difference shall on written demand by any party be submitted to arbitration in accordance with Rules of Conciliation and Arbitration of the Mauritius Chamber of Commerce and Industry (MCCI). The place of arbitration shall be the Republic of Mauritius.
- 9.2 The provisions of this 9 shall not be construed as prohibiting or restricting a party from applying for any urgent or mandatory relief from any court of competent jurisdiction.

10 GENERAL PROVISIONS

- 10.1 These terms and conditions will be governed by and construed in accordance with the law of the Republic of Mauritius. The parties hereto agree to submit to the exclusive jurisdiction of the court of the Republic of Mauritius.
- 10.2 These terms and conditions, as amended from time to time by BML in its sole discretion, constitute the entire agreement between you and BML in relation to the subject matter of the terms and conditions.
- 10.3 No failure or delay to exercise any of BML's rights will be construed as a waiver of any such right, whether express or implied, nor will it affect the validity of any part of these terms and conditions or prejudice BML's rights to take subsequent action against you.
- 10.4 If any of these terms, conditions or provisions are held to be invalid, unlawful or unenforceable, such term, condition or provision will be deleted from the remaining terms, conditions and provisions, which will continue to be valid to the full extent permitted by the law.
- 10.5 The provisions of these terms and conditions must be read in conjunction with the privacy policy pertaining to this website and such privacy policy shall be deemed to be incorporated herein.

- 10.6 BML shall be entitled to cede, assign and transfer any of its rights and obligations under these terms and conditions without obtaining your consent and without notice to you. Any of BML's rights under these terms and conditions are expressed for the benefit of the affiliates of BML and shall be capable of acceptance by them, whether expressly or tacitly.

11 DOMICILIUM CITANDI ET EXECUTANDI

BML's chosen address for any legal notice is:

Bayport Management Ltd
3rd Floor
Ebene Skies
Rue de L'Institut
Ebene
Mauritius

12 DISCLOSURES REQUIRED UNDER SECTION 43 OF THE ECT ACT

To the extent that section 43 of the ECT Act of the Republic of South Africa is or may in future become applicable or any relevant statutes, BML makes the following disclosures –

- 12.1 **Name, status and registration number:** Bayport Management Ltd (reg. No. 54787 C1/GBL) ("BML") is a public company incorporated in the Republic of Mauritius with limited liability under section 299 of the Mauritius Companies Act.
- 12.2 **Physical address and domicile:** 3rd Floor, Ebene Skies, Rue de L'Institut, Ebene, Mauritius
- 12.3 **Telephone number:** +230 465 1605
- 12.4 **Website address:** www.bayportfinance.com
- 12.5 **Directors:** Grant Kurland, Stuart Stone, Lado Gurgenidze, Chris Bischoff, Eric Venpin, Jimmy Wong, Jonathan Jawno, Justin Chola, Michael Mendelowitz, Souleymane Ba, Tope Lawani and Voria Fattahi.
- 12.6 **Terms relating to supply of goods:** our standard terms and conditions relating to unsecured loans and cellular purchase and subscriptions are available on this website. Any specific terms and conditions relating to individual agreements will be set out in the pre-agreement statements and quotations and/or agreements sent to you.
- 12.7 **Section 44 of the ECT Act:** to the extent that section 44 of the ECT Act is applicable, you are entitled to exercise the cooling off rights set out in section 44 (read with section 42) of the ECT Act.